

DECLARATION OF PROTECTIVE COVENANTS FOR VISTA DE ORO

(Covenants recorded 6/29/98 under RCPT #748552 in the records of La Plata County, Colorado)

Vista De Oro, LLC, A Colorado Limited Liability Company, the owner of real property situated in the County of La Plata, State of Colorado, hereinafter referred to as *the Property* and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in *the Property*, does hereby declare that the land shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant, restriction and provision shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. The property comprising the above-mentioned land is made specifically subject to the following described covenants.

DEFINITIONS

The following words and expressions as used in these Covenants have the meanings indicated below unless the context clearly requires another meaning.

<u>Association:</u>	The Vista De Oro Property Owners Association, Inc.
<u>Board:</u>	The Vista De Oro Property Owners Association, Inc. Board of Directors.
<u>Committee:</u>	The Vista De Oro Architectural Review Committee.
<u>Declarant:</u>	Vista De Oro, LLC and its successors and assigns.
<u>Tract:</u>	Those portions of the property designated on the recorded plat.
<u>Owner:</u>	Any person, persons, or legal entity holding the recorded fee simple interest in a Tract or Tracts in Vista De Oro.
<u>Property:</u>	Certain real property described on Exhibit A hereto, together with all appurtenances thereto and all improvements now or hereafter thereon.

I. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said Property, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisance, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

II. PROPERTY OWNERS ASSOCIATION: The Vista De Oro Property Owners Association, Inc. will be operated as per the bylaws of the Association.

- (a) Members: Every property owner will automatically be a member of the Property Owners Association.
- (b) Purpose: The purpose of the Association is to use its authority, as given in the bylaws:
 - (1) To enforce these protective covenants.

- (2) To assess property owners annual assessments. Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Tract shall be a continuing lien, in favor of the Association upon the Tract against which each assessment, charge, fee or other sum is made.
 - (3) To provide upkeep and improvements to all non-county roads, De Oro Way, and that portion of County Road 117 from County Road 120 to De Oro Way in the Property.
 - (4) To represent all property owners in matters of mutual interest.
 - (5) To administer and lease grazing rights.
- (c) Board of Directors: The business and affairs of the Association shall be managed by its Board of Directors. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Tracts:
- (1) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the bylaws of the Association and supplements and amendments thereto;
 - (2) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the Tracts with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof;
 - (3) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the areas in the Property required to be maintained by the Association.
 - (4) To obtain and maintain all insurance required or permitted under the Declaration or otherwise deemed advisable. by the Association;
- (d) Control of Property Owners Association: Notwithstanding anything else contained herein to the contrary, until all infrastructure and amenities are complete and/or as long as Developer owns in fee simple greater than twenty (20) percent of the Property subject to the Covenants, including any subsequently annexed property, the Developer shall be entitled to appoint the majority of the Directors on the Board of Directors for the Property Owners Association entitled to be elected pursuant to bylaws, with the remaining Directors elected by the Owners.

III. DWELLINGS: No primary dwelling shall be built on the Property that is less than 1,000 square feet of living space. Mobile homes shall not be permitted on any Tract within the Property. Any structure must be on permanent footing and foundation. No commercial activity shall be permitted unless approved by the Board. Modular homes are permitted with approval from the Architectural Review Committee. All buildings must be approved by the Committee.

Home office usage is permitted providing that such business does not increase traffic in or out of the subdivision. Such home office usage where clientele and/or customers would visit the home office shall be prohibited unless prior approval is given by the Board.

IV. SETBACKS: No structure may be erected within one hundred (100) feet of the right-of-way line of any road within the Property, nor within fifty (50) feet of any side or rear line of any Tract unless approved by the Board.

V. TRASH AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition so as not to endanger wildlife.

VI. UTILITY EASEMENTS: A ten (10) foot utility easement is hereby set aside on each side of all side and common rear Tract lines and a twenty (20) foot utility easement is hereby set aside on the interior side of all exterior Tract lines. A twenty-five (25) foot utility easement is hereby set aside on each side of all interior roads within Vista De Oro.

VII. NUISANCES: No owner shall cause or allow the origination of noxious, offensive or illegal activities on any Tract, nor shall anything be done on any Tract that shall be or become a nuisance or unreasonable annoyance to neighbors. The Board shall make the final determination of what constitutes , nuisance.

VIII. ANIMALS: Animals will be allowed on the Property for personal use of Tract owners. Any animals raised for commercial activity must be approved by the Board. Commercial feed Tracts and swine shall be prohibited from the Property.

IX. MOTOR VEHICLES: No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any Tract, unless said vehicle is kept or stored in a fully enclosed building.

X. TEMPORARY RESIDENCES: No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any Tract as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) consecutive days in any calendar year.

XI. LAND USE: Commercial wood harvesting, mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. Further subdivision of less than thirty-five acres is prohibited.

XII. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

XIII. TERMS OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten

years, unless an instrument signed by not less than two-thirds majority of the land owners of the Tracts has been recorded, changing said covenants in whole or part.

XIV. SEVERABILITY: Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XV. COUNTY REGULATIONS: To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

XVI. COUNTER PARTS: This instrument may be executed in a number of counter parts, anyone of which may be considered an original.

XVII. ANNEXATION: Developer may from time to time within ten years after the date of the recording of this Declaration of Protective Covenants for the Property annex property or allow to be annexed certain property the Developer deems appropriate to the development by recording one or more annexation statements. Upon the recording of such Annexation Statement in the public records of La Plata County, Colorado, all of the real property described in such Annexation Statement shall be deemed to be part of the development and subject to all of the terms and provisions of these Covenants.

XVIII. FEES AND ENFORCEMENT: All Tracts within the Property be subject to assessment for Property Owners Association fees in an amount to be determined by the Association. Assessments may be increased only by majority vote of members of the Association.

Assessments for fees will commence upon conveyance at the date of closing. Whenever the obligation to pay fees arises after the start of the calendar year, the first year's fees will be prorated to the commencement date for the Tract involved. Fees shall be payable in advance in January of each year. Any assessments, which are not paid when due, shall be delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Tract and/or may suspend the delinquent Owner's right to vote. In the event a judgment is obtained, such judgment shall include late chargers and interest on the assessment and reasonable attorney's fees, together with the expenses and costs of the action. The Board may enforce such lien by filing with the Clerk Recorder of La Plata County a statement of lien with respect to the Tract, setting forth the name of the Owner, the legal description of the Tract and the Owner's interest therein, the name of the Association and the amount of delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an officer of the Association and notice thereof shall be mailed to the Owner of the Tract, at the address of the Tract or at such other address as the Association may have in records for the Owner of the Tract. Such a claim of lien shall also secure all assessments, charges, fees and sums that come due thereafter until the lien, together with all costs, attorney fees, charges and interest have been fully paid or otherwise satisfied. Thirty (30) days following the mailing of such notice, the Board may foreclose the statement of lien in the same manner as provided for in the foreclosure of mortgages under the statues and laws of the State of Colorado.

Except to the extent that the lien of the Association is subordinated to the lien of a First Mortgage on a Tract pursuant to these Covenants and except as subordinated by law to the lien of real property taxes, the lien of the Association shall be deemed to have a priority date as of the date of the recording of this Declaration and shall have priority over all other liens and encumbrances against a Tract.

Developer does not pay assessments but is responsible for contributing any necessary funds so that any obligation of the Association is met by the Developer until such time as the Developer transfers his interest in and control of the Association.

XIX. ROAD CUTS: At any time any Property road is to be disturbed by a Property Owner or a contractor on behalf of a Property Owner for any purpose, such as the installation of a driveway or extension of utility lines to the Owner's property, a deposit of \$1,500.00 will be required as assurance of the proper restoration of the roads. Once the road has been properly restored, the deposit will be returned to the Owner. If the road is not properly restored, the Association will use the deposit (or any portion of the deposit) to fully restore the road.